

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM429728

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CorMatrix Cardiovascular, Inc.		05/31/2017	Corporation: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Aziyo Med, LLC		
<b>Street Address:</b>	c/o Aziyo Biologics, Inc.		
<b>Internal Address:</b>	12510 Prosperity Drive, Suite 370		
<b>City:</b>	Silver Spring		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20904		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4646691	CANGAROO	
<b>Registration Number:</b>	4709442	CORMATRIX CANGAROO	
<b>Registration Number:</b>	4657832	SMART REMODELING	
<b>Registration Number:</b>	5087769	TYKE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2022825100		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	202-282-5202		
<b>Email:</b>	eanderson@winston.com		
<b>Correspondent Name:</b>	WINSTON & STRAWN LLP		
<b>Address Line 1:</b>	1700 K STREET, N.W.		
<b>Address Line 2:</b>	ALLAN A. FANUCCI		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20008-3817		
<b>NAME OF SUBMITTER:</b>	Allan A. Fanucci		
<b>SIGNATURE:</b>	/Allan A. Fanucci/		
<b>DATE SIGNED:</b>	06/02/2017		
<b>Total Attachments: 5</b>			

CH \$115.00 4646691

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## TRADEMARK ASSIGNMENT

WHEREAS, CorMatrix Cardiovascular, Inc., a Georgia corporation located and doing business at 1100 Old Ellis Road, Roswell, GA 30076, ("Assignor"), and Aziyo Med, LLC, a Delaware corporation located and doing business at c/o Aziyo Biologics, Inc., 12510 Prosperity Drive, Suite 370, Silver Spring, MD 20904, ("Assignee") have entered into that certain Asset Purchase Agreement, dated as of May 31, 2017, (the "Purchase Agreement"); and

WHEREAS, Assignor is the owner of the trademarks and trademark applications and registrations listed in Exhibit A attached hereto; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to execute this Trademark Assignment ("Assignment") to enable Assignee to record the assignment of all of Assignor's right, title and interest in and to each such trademark, trademark application and registration listed in Exhibit A, all goodwill associated therewith and all related and corresponding rights in any jurisdiction in the world (collectively, the "Marks").

NOW THEREFORE, for good and valuable consideration provided for in the Purchase Agreement, the receipt of which is hereby acknowledged, Assignor does hereby irrevocably sell, assign, transfer and convey to Assignee all of Assignor's right, title and interest throughout the world in the Marks. The parties agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, conveys, transfers and sets over to Assignee, its successors and assigns, all of Assignor's worldwide right, title and interest in and to the Marks, the goodwill of the business symbolized by the Marks, and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all common law rights and copyright and domain name rights in the Marks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and the rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement of other violation of the Marks prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name and recover for any past, present or future infringement or other violation of the Marks and all demands, income, royalties, payments, accounts, accounts receivable and damages hereafter due or payable with respect to the Marks, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.
3. Further Assurances. Assignor will promptly execute any additional assignment or other documents reasonably requested by Assignee, its successors and assigns, and do all other lawful

acts reasonably necessary to carry out the intent of this Assignment. The cost of recording and registering ownership rights in the Marks shall be borne solely by Assignee, its successors and assigns.

4. Miscellaneous. This Assignment and the exhibits hereto constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede any and all written or oral, prior or contemporaneous understandings and agreements. This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Assignment shall be that of the State of Delaware, without regard to its conflicts of law principles.

[signature page follows]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first above written.

CorMatrix Cardiovascular, Inc.

Aziyo Med, LLC

By: *John C. Thomas*

By: \_\_\_\_\_

Name: John C. Thomas

Name: Jeffrey D. Hamet

Title: Chief Financial Officer

Title: Vice President, Finance and Treasurer

Date: 5/31/17

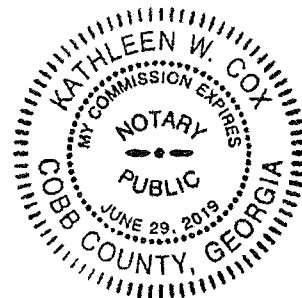
Date: \_\_\_\_\_

State of Georgia :  
County of Cobb :

Personally appeared before me the above-named John C. Thomas, Chief Financial Officer of CorMatrix Cardiovascular, Inc., to me well known, who signed the foregoing TRADEMARK ASSIGNMENT on behalf of CorMatrix Cardiovascular, Inc. in my presence on the date thereof and acknowledged the same to be his/her voluntary act and deed.

*Kathleen W. Cox*  
Notary Public

My commission to expire on 6/29/19.



[signature page to Trademark Assignment]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first above written.

**CorMatrix Cardiovascular, Inc.**

**Aziyo Med, LLC**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: John C. Thomas

Name: Jeffrey D. Hamet

Title: Chief Financial Officer

Title: Vice President, Finance and Treasurer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

State of \_\_\_\_\_:

County of \_\_\_\_\_:

Personally appeared before me the above-named John C. Thomas, Chief Financial Officer of CorMatrix Cardiovascular, Inc., to me well known, who signed the foregoing TRADEMARK ASSIGNMENT on behalf of CorMatrix Cardiovascular, Inc. in my presence on the date thereof and acknowledged the same to be his/her voluntary act and deed.

\_\_\_\_\_  
Notary Public

My commission to expire on \_\_\_\_\_.

[signature page to Trademark Assignment]

**EXHIBIT A**

**MARKS**

<b><u>Mark</u></b>	<b><u>Registration no.</u></b>	<b><u>Date</u></b>
CanGaroo	US 4,646,691	02.28.14
CanGaroo	CTM 12802021	09.15.14
CanGaroo	JP 5788375	08.28.15
CorMatrix CanGaroo	US 4,709,442	03.24.15
Smart Remodeling	US 4,657,832	12.16.14
Smart Remodeling	JP 2014-38301	11.14.14
TYKE	US 5,087,769	03.03.15
<b><u>Mark</u></b>	<b><u>Application no.</u></b>	<b><u>Date</u></b>
CorMatrix Smart Remodeling	EC 12939278	06.05.14